

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.**

ABS-CBN CORPORATION, a Philippines
Corporation, ABS-CBN FILM
PRODUCTIONS, INC., a Philippines
Corporation, d/b/a STAR CINEMA, and
ABS-CBN INTERNATIONAL, a California
Corporation,

Plaintiffs,

vs.

DONNA GOLDMAN, an individual, d/b/a
FILSTREAMBOX.COM, ARTURO
CHAN, an individual, d/b/a
FILSTREAMBOX.COM, and ALAN
ZHOU a/k/a A ZHOU YU a/k/a 周斐利
a/k/a ZHOU FEILI a/k/a ALAN WELTV,
an individual, d/b/a IPTVBAR.COM

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, ABS-CBN Corporation, ABS-CBN Film Productions, Inc. d/b/a Star Cinema, and ABS-CBN International (collectively, “ABS-CBN” or “Plaintiffs”), hereby sue Defendants, Donna Goldman d/b/a “filstreambox.com,” an individual (“Defendant Goldman”), Arturo Chan d/b/a “filstreambox.com,” an individual (“Defendant Chan”), Alan Zhou a/k/a A Zhou Yu a/k/a 周斐利 a/k/a Zhou Feili a/k/a Alan WelTV d/b/a “iptvbar.com,” an individual (“Defendant Zhou”) (collectively “Defendants”). Defendants are engaged in a scheme to manufacture, advertise, promote, distribute, offer for sale and sell modified and/or illegal devices and equipment, under counterfeits and infringements of ABS-CBN’s trademarks, for the purpose of intercepting, receiving, divulging, publishing, and rebroadcasting Plaintiffs’ private communications without

authorization via circumvention of ABS-CBN's technological access control measures. In support of their claims, Plaintiffs allege as follows:

INTRODUCTION

1. This lawsuit involves the manufacturing, importation, modification, trafficking in, advertisement, promotion, offering for sale, sale, distribution, possession and/or use of illegal devices and equipment designed to access ABS-CBN's protected communications and circumvent ABS-CBN's technological access control measures, ultimately allowing for the free viewing of ABS-CBN's protected programming and copyrighted content, trademark infringement, false designation of origin, common law unfair competition, and common law trademark infringement. Federal and state law prohibit the manufacture, importation, sale, distribution, trafficking, assembly, modification, possession and/or use of the devices, equipment, and technology in question. ABS-CBN brings this lawsuit seeking damages and injunctive relief against Defendants for the sale, distribution, trafficking, assembly, modification, possession of illegal devices, equipment, and technology, unauthorized access to its communication signals and programming services, trademark infringement, false designation of origin, and unfair competition.

JURISDICTION AND VENUE

2. This is an action seeking damages and injunctive relief for unauthorized reception of communications services, unauthorized publication or use of communications, sale of illegal devices and equipment used to access such communications and circumvent technological access control measures, federal trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement pursuant to 47 U.S.C. § 605(a) and (e)(4); 17 U.S.C. § 2501; 18 U.S.C. § 2511(1); 15 U.S.C. §§ 1114, 1116, 1125(a),

and The All Writs Act, 28 U.S.C. § 1651(a) (collectively the “Federal Claims”) and Florida Statute § 812.15.

3. Accordingly, this Court has subject matter jurisdiction over the Federal Claims under 28 U.S.C. §§ 1331, 1338, 47 U.S.C. § 605(e)(3)(A), 17 U.S.C. § 1203, 18 U.S.C. § 2520(a), and 15 U.S.C. § 1121. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the state claims, because the claims are so related to the other claims in this action, over which this Court has original jurisdiction, that they form part of the same case or controversy under Article III of the United States Constitution. Venue is proper in this Court pursuant 28 U.S.C. § 1391 because a substantial portion of the alleged unlawful conduct occurred within the Southern District of Florida (“District”), Defendants have conducted business within this District, and Defendants operate the fully interactive commercial Internet websites operating under the domain names “iptvbar.com” and “filstreambox.com,” which direct business activities to consumers within this District. Additionally, venue is proper in this Court pursuant 28 U.S.C. § 1391(b) as to Defendant Goldman, Defendant Chan, and Defendant Zhou because these Defendants are, on information and belief, non-resident aliens, and thus may be sued in “any judicial district in which any defendant is subject to the Court’s personal jurisdiction with respect to such an action,” as set forth above. Venue is also proper in this district pursuant to 28 U.S.C. § 1391(c) because a “defendant not resident in the United States may be sued in any judicial district.”

THE PARTIES

4. Plaintiff ABS-CBN Corporation is a public corporation organized under the laws of the Republic of the Philippines (the “Philippines”) with its principal place of business in Quezon City, Philippines. Plaintiff ABS-CBN Film Productions, Inc. d/b/a Star Cinema is a wholly-owned

subsidiary of ABS-CBN Corporation and is a corporation organized under the laws of the Philippines with its principal place of business in Quezon City, Philippines.

5. Plaintiff ABS-CBN International is a corporation organized under the laws of California and is a wholly-owned subsidiary of ABS-CBN Corporation with its principal place of business located at 150 Shoreline Drive, Redwood City, California 94065.

6. Defendant Goldman is an individual, who, upon information and belief, has conducted business within the State of Florida and this District. At this time, Plaintiffs are unaware of Defendant Goldman's place of residence; however, upon information and belief, Plaintiffs suspect Defendant Goldman is domiciled Canada.

7. Defendant Chan is an individual, who, upon information and belief, has conducted business within the State of Florida and this District. At this time, Plaintiffs are unaware of Defendant Chan's place of residence; however, upon information and belief, Plaintiffs suspect Defendant Chan is domiciled in Canada.

8. Defendant Zhou is an individual, who, upon information and belief, has conducted business within the State of Florida and this District. At this time, Plaintiffs are unaware of Defendant Zhou's place of residence, however; Defendant Zhou is a resident of the People's Republic of China ("China").

9. Upon information and belief, Defendants have actively participated in the wrongful conduct described herein within this District.

COMMON FACTUAL ALLEGATIONS

10. Plaintiff ABS-CBN International is, and at all times relevant hereto has been, the registered owner of the following trademark, which is valid and registered on the Principal Register of the United States Patent and Trademark Office (the "ABS-CBN Registered Mark"):

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Class/Services</u>
ABS-CBN	2,334,131	March 28, 2000	IC 038 – television broadcasting services via satellite and cable

The ABS-CBN Registered Mark is used in conjunction with the high-quality services in the categories identified above. A true and correct copy of the Certificate of Registration for the ABS-CBN Registered Mark is attached hereto as Exhibit “1”

11. The ABS-CBN Registered Mark has been used in interstate commerce for many years to identify and distinguish ABS-CBN’s high quality services, including, but not limited to, communications services in the form of broadcast distribution services, for an extended period of time and serves as a symbol of ABS-CBN’s quality, reputation, and goodwill.

12. The ABS-CBN Registered Mark has never been assigned or licensed to the Defendants in this matter.

13. The ABS-CBN Registered Mark is a symbol of ABS-CBN’s quality, reputation, and goodwill and has never been abandoned.

14. ABS-CBN International is also, and at all times relevant hereto has been, the owner of all rights in and to the following common law trademark (the “ABS-CBN Common Law Trademark”):



The ABS-CBN Common Law Trademark is used in conjunction with high quality products and services, including communications services.

15. The ABS-CBN Common Law Trademark has been used in interstate commerce for many years to identify and distinguish ABS-CBN's high quality communications services and serves as a symbol of ABS-CBN's quality, reputation, and goodwill.

16. The ABS-CBN Common Law Trademark has never been assigned or licensed to the Defendants in this matter.

17. The ABS-CBN Common Law Trademark is a symbol of ABS-CBN's quality, reputation, and goodwill and has never been abandoned.

18. Together, the ABS-CBN Registered Mark and the ABS-CBN Common Law trademark are referred to herein as the "ABS-CBN Marks." ABS-CBN Corporation, ABS-CBN Film Productions, Inc., and ABS-CBN International all share exclusive rights in and to the ABS-CBN Marks. Moreover, ABS-CBN Corporation, ABS-CBN Film Productions, Inc., and ABS-CBN International Corporation are all licensed to use and enforce the ABS-CBN Marks.

19. ABS-CBN is the largest media and entertainment company in the Philippines. With its twelve large production studios, ABS-CBN produces over 2,430 hours of original content every year for its numerous television stations, including daily drama teleseries, drama anthologies, movies, musical and variety shows, game shows, reality shows, news programs, current affairs programs, documentaries, music video 24/7 (Myx), AM talk radio with DJ live on-screen (DZMM), FM radio shows with DJ live on-screen (MOR), and public affairs programs. Every day, ABS-CBN's programming is broadcast worldwide through its agreements with dozens of cable companies' premium channels, telecom provider partnerships, Internet subscription services, and through its own 24-hour cable and satellite service, which offers pay-per-view programming.

20. ABS-CBN relays direct signals from within the Philippines up to satellites in orbit above Earth. These signals are then broadcast back down to Earth. Thereafter, ABS-CBN's

programming is received by authorized subscribers through the use of a private satellite dish connected to an indoor satellite box, which is then connected by a cable to a television monitor. This setup allows authorized subscribers to receive their ABS-CBN programming.

21. To prevent the unauthorized reception and use of ABS-CBN's broadcasts by individuals who have not paid for ABS-CBN's services, ABS-CBN employs encryption technology to digitally scramble the signal, making it unusable until it is descrambled. The satellite box is the component that makes descrambling possible. Every satellite box has a conditional access subsystem built directly into it, which allows for the descrambling of ABS-CBN's content. Each paying customer receives a unique entitlement management message from the satellite feed, which allows the conditional access subsystem to descramble the signal. This equipment and technology is referred to herein as the "encryption technology."

DEFENDANT'S ILLEGAL ACTS

22. Upon information and belief, Defendants have been engaged in a scheme to manufacture, modify, distribute, and/or sell illegal devices, components, equipment, and/or certain software technology ("Pirate Software") for the purpose of receiving, intercepting, divulging, publishing, disclosing, and rebroadcasting ABS-CBN's protected communications without authorization from ABS-CBN via circumvention of ABS-CBN's encryption technology and have used counterfeits and infringements of the ABS-CBN Marks in the promotion, advertisement and sale of such devices, components, equipment, and technology, which enable services identical to those offered by ABS-CBN. Collectively, the devices, components, equipment, and Pirate Software which enable these services are referred to herein as the "illegal devices and equipment."

23. Upon information and belief, Defendants are directly and personally contributing to, inducing and engaging in the sale of illegal devices and equipment as alleged herein, often times as partners, co-conspirators, and/or suppliers.

24. Upon information and belief, Defendants are acting in concert together and are part and parcel of the same distribution chain which results in the sale of the illegal devices and equipment within this District, combining the force of their actions to multiply the harm caused to ABS-CBN. Upon information and belief, Defendant Zhou manufactures the illegal devices and equipment, which he wholesales to Defendant Goldman and Defendant Chan, who then distribute the illegal devices and equipment to what they refer to as approved “dealers.” Additionally, upon information and belief, all Defendants offer to sell, sell, and have sold such illegal devices and equipment via the Internet to individual customers within this District and throughout the United States.

25. Upon information and belief, and at all times relevant hereto, Defendants in this action have had full knowledge of the unauthorized nature of the illegal devices and equipment and full knowledge of ABS-CBN’s ownership of the ABS-CBN Marks, including its exclusive rights to use and license such intellectual property and the goodwill associated therewith.

26. Defendants are part of an ongoing scheme to create and maintain an illegal marketplace enterprise which (i) confuses consumers regarding the source of Defendants’ products and services for profit and (ii) expands the marketplace for illegal, counterfeit ABS-CBN branded services and products while shrinking the legitimate marketplace for ABS-CBN’s legitimate distribution services. The natural and intended by product of Defendants’ actions is the erosion and destruction of the goodwill associated with ABS-CBN’s famous name and associated trademarks, as well as the destruction of the legitimate market sector in which ABS-CBN operates.

27. Upon information and belief, prior to delivery to their approved dealers, Defendant Goldman and Defendant Chan wholesale the physical devices and equipment to their approved dealers, with the instruction to later install the Pirate Software. The Pirate Software is then made available to such approved dealers by Defendant Goldman and Defendant Chan directly and simultaneously upon sale of the illegal devices and equipment. When together, the Pirate Software allows the devices and equipment to circumvent ABS-CBN's encryption technology and gain access to ABS-CBN's communications services, thus becoming illegal devices and equipment.

28. Specifically, upon information and belief, Defendant Goldman and Defendant Chan provide instructions via e-mail to their approved dealers, that upon receipt of the illegal devices and equipment, distributors are to contact Defendant Goldman in order to receive "the simple instructions" to load the Pirate Software technology onto the physical devices and equipment, thus permitting end-users of the now fully loaded illegal devices and equipment to illegally access ABS-CBN's communications services. This approach permits commercial pirates such as Defendant Goldman and Defendant Chan herein, to assert the misleading claim that they are distributing non-infringing devices and equipment to their approved dealers, and attempts to place the liability on their approved dealers.

29. However, upon information and belief, when Defendant Goldman and Defendant Chan make sales to individual customers via the Internet, they ship the illegal devices and equipment with the Pirate Software already installed thereon and ready for immediate use. Additionally, they also provide the Pirate Software and instructions on how to install to the individual customer via e-mail simultaneous with the customer's purchase of the devices and equipment.

30. Upon information and belief, when Defendant Zhou makes sales directly to customers via the Internet, the devices and equipment are delivered to the customer with the Pirate Software installed and ready for immediate use.

31. Upon information and belief, Defendant Goldman and Defendant Chan are the owners and operators of the website operating under the domain name “filstreambox.com” and social media profiles and use this website and social media profiles and counterfeits and infringements of the ABS-CBN Marks thereon to advertise, promote, distribute, and offer for sale the illegal devices and equipment at issue, which enable identical services to those offered by ABS-CBN. Additionally, upon information and belief, Defendant Goldman and Defendant Chan employ the website operating under the “filstreambox.com” domain name to recruit other individuals as approved dealers, to further their illegal scheme through additional distribution contracts.

32. Upon information and belief, Defendant Zhou is the owner and operator of the website operating under the domain name “iptvbar.com” which may be accessed using the URL “shop.iptvbar.com.” Upon information and belief, Defendant Zhou uses this website, as well as counterfeits and infringements of the ABS-CBN Marks thereon, to advertise, promote, distribute, and offer for sale the illegal devices and equipment at issue, which enable identical services to those offered by ABS-CBN. Additionally, upon information and belief, Defendant Zhou employs the website operating under the “iptvbar.com” domain name to recruit other individuals as approved dealers, to further his illegal scheme through additional distribution contracts.

33. Upon information and belief, Defendants use aliases in conjunction with the operation of their businesses, including but not limited to those identified herein and above.

34. Together, the “filstreambox.com” and the “iptvbar.com” domain names are referred to herein as the “Subject Domain Names.” Defendants are the past and present controlling forces behind the operation of, at least, the Subject Domain Names.

35. Upon information and belief, Defendants directly engage in unfair competition with ABS-CBN by (i) offering for sale and/or selling the illegal devices and equipment which enable identical services to those genuinely offered by ABS-CBN under infringements of ABS-CBN trademarks to consumers within the United States and this district through the fully interactive commercial Internet websites operating under the Subject Domain Names and additional domains and websites not yet known to ABS-CBN and (ii) creating and maintaining an illegal marketplace enterprise for the purpose of diverting business from ABS-CBN’s legitimate marketplace for its genuine goods and services. Defendants have purposefully directed some portion of their illegal activities towards consumers in the State of Florida through the advertisement, offer to sell, sale and shipment of the illegal devices and equipment which offer identical services to those of ABS-CBN under counterfeit and infringing ABS-CBN trademarks, and by operating an illegal marketplace enterprise which impacts and interferes with commerce throughout the United States, including within the State of Florida.

36. Upon information and belief, Defendants have registered, established, or purchased and maintained their respective Subject Domain Names and the websites operating thereunder. Upon information and belief, Defendants have registered and maintained their Subject Domain Names for the sole purpose of engaging in the illegal conduct described herein.

37. Upon information and belief, Defendants will continue to register or acquire new domain names for the purpose of selling and/or offering for sale the illegal devices and equipment under confusingly similar imitations of ABS-CBN’s trademarks unless preliminarily and

permanently enjoined. Moreover, upon information and belief, Defendants will continue to maintain and grow their illegal marketplace enterprise at ABS-CBN's expense unless preliminarily and permanently enjoined.

38. Defendants' entire Internet-based website businesses amount to nothing more than illegal operations established and operated in order to infringe the intellectual property and other rights of ABS-CBN and others.

39. The Subject Domain Names, any other domain names, and/or social media profiles used in connection with the sale of the illegal devices and equipment or use counterfeits and infringements to sell such illegal devices and equipment, are essential components of Defendants' illegal activities and are a significant part of the means by which Defendants further their illegal schemes and cause harm to ABS-CBN. Moreover, Defendants are using ABS-CBN's famous name and trademarks to advertise, promote, distribute, and offer for sale the illegal devices, equipment, and services at issue, thus increasing the value of their illegal distribution operation and decreasing the size and value of ABS-CBN's legitimate marketplace at ABS-CBN's expense.

40. Upon information and belief, Defendants have used counterfeits and infringements of the ABS-CBN Marks in connection with their advertisement, promotion, and sale of the illegal devices and equipment, which enable services identical to those offered by ABS-CBN, through their fully interactive commercial Internet websites operating under the Subject Domain Names and on certain social media profiles. True and correct copies of the Subject Domain Names and any social media profiles displaying the ABS-CBN Marks in connection with the illegal devices, equipment, and services are attached hereto as Composite Exhibit "2." Specifically, upon information and belief, Defendants are using identical copies of the ABS-CBN Marks for the illegal devices, equipment, and the services these devices enable. ABS-CBN has used the ABS-

CBN Marks extensively and continuously before Defendants began offering the illegal devices, equipment, and services.

41. Defendants advertise their illegal devices and equipment, which enable services identical to those offered by ABS-CBN, for sale to the consuming public via, at least, the websites operating under the Subject Domain Names and certain social media profiles. In so advertising these products and the services they offer, Defendants improperly and unlawfully use the ABS-CBN Marks without ABS-CBN's permission. Indeed, Defendants herein misappropriated ABS-CBN's advertising ideas and methods of doing business with regard to the advertisement and sale of ABS-CBN's genuine devices, equipment, and communications services. Upon information and belief, the misappropriation of ABS-CBN's advertising ideas in the form of the ABS-CBN Marks is the proximate cause of harm to ABS-CBN.

42. Defendants' use of the ABS-CBN Marks is without ABS-CBN's consent or authorization.

43. Upon information and belief, Defendants' illegal devices and equipment, and the services enabled thereon, are of a quality substantially different than that of ABS-CBN's genuine devices, equipment, and services. Defendants, upon information and belief, are actively promoting, and otherwise advertising, distributing, selling and/or offering for sale substantial quantities of the illegal devices and equipment with the knowledge and intent that such devices and equipment and the services enabled thereon will be mistaken for the genuine high quality equipment, devices, and services offered for sale by ABS-CBN, despite Defendants' knowledge that they are without authority to use the ABS-CBN Marks. The net effect of Defendants' actions will cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe

Defendants' equipment, devices, and/or services are genuine equipment, devices, and/or services originating from, associated with, and/or approved by ABS-CBN.

44. As part of their overall illegal scheme, Defendants are, upon information and belief, employing SEO strategies and paid advertising based upon an illegal use of counterfeits and infringements of the ABS-CBN Marks. Specifically, Defendants use the counterfeits and infringements of the ABS-CBN Marks in order to make their websites selling illegal equipment and devices appear more relevant and attractive to search engines. By their actions, Defendants have created an illegal marketplace operating in parallel to the legitimate marketplace for ABS-CBN's genuine equipment, devices, and services. Defendants are causing harm to ABS-CBN and the consuming public by (i) depriving ABS-CBN of its right to fairly compete for space within search engine results and reducing the visibility of ABS-CBN's genuine services on the World Wide Web, (ii) causing an overall degradation of the value of the goodwill associated with the ABS-CBN Marks, (iii) increasing ABS-CBN's overall costs to market its services and educate consumers about its brand via the Internet, and (iv) maintaining an illegal marketplace enterprise, which perpetuates the ability of Defendants and future entrants to that marketplace to confuse consumers and harm ABS-CBN with impunity.

45. Upon information and belief, Defendants are conducting and targeting their illegal activities towards consumers and causing harm, within this district, elsewhere throughout the United States, and across the world. As a result, Defendants are defrauding ABS-CBN and the consuming public for their own benefit. Defendants infringement and disparagement of ABS-CBN does not simply amount to the wrong description of their equipment, devices, and services, or the failure of such equipment, devices and services to conform to the advertised quality or performance.

46. ABS-CBN's investigators have purchased illegal devices and equipment from Defendants in this District via Defendants' respective Subject Domain Names.

47. Defendants are engaging in the above-described illegal, counterfeiting, and infringing activities knowingly and intentionally or with reckless disregard or willful blindness to ABS-CBN's rights for the purpose of trading on ABS-CBN's goodwill and reputation. If Defendants' intentional illegal, counterfeiting, and infringing activities are not preliminarily and permanently enjoined by this Court, ABS-CBN and the consuming public will continue to be harmed.

48. Defendants' above-identified infringing and illegal activities are likely to cause confusion, deception, and mistake in the minds of consumers and the public before, during, and after their purchase of the Defendants' illegal devices and equipment and during the use of the illegal services provided thereon. Moreover, Defendant's wrongful conduct is likely to create a false impression and deceive customers and the public into believing there is a connection or association between ABS-CBN and Defendants' illegal devices, equipment, and services, which there is not.

49. Upon information and belief, Defendants have engaged in these activities for profit and for the purposes of their own private financial gain and commercial advantage. Defendants have sold and assisted in the sale of these illegal devices and equipment to consumers in this District with specific intent and knowledge that such illegal devices and equipment would be used to circumvent ABS-CBN's encryption technology and therefore allow the interception and receipt of ABS-CBN's communications services by persons not paying for those services and persons not authorized to receive those services, thus causing irreparable harm and damages to ABS-CBN.

50. Upon information and belief, the Pirate Software installed on the physical devices and equipment by Defendants and distributed by Defendants directly enables the illegal devices and equipment to access a legitimate subscriber's unlawful rebroadcast of ABS-CBN's communications. This process allows for the legitimate subscriber's box to decrypt ABS-CBN's copyrighted content and then download such content to a server in the People's Republic of China ("China"), which can then be accessed at any time using the "Video on Demand" ("VOD") feature of the illegal devices and equipment. Additionally, the illegal devices and equipment feature a "Hello Live" feature, which enables the viewing of live ABS-CBN broadcasts. Through Hello Live, Defendants' illegal devices and equipment obtain the legitimate subscriber's decrypted signal for the live stream. This system allows for the circumvention of ABS-CBN's encryption technology and the reception, disclosure, and publication of ABS-CBN's protected communications and copyrighted content.

51. Upon information and belief, Defendants distributed these illegal devices and equipment to persons within this District knowing or having reason to know that such devices and equipment were designed to be used for the unauthorized reception of ABS-CBN's services offered over their communications distribution system via circumvention of ABS-CBN's encryption technology.

52. Upon information and belief, by using the illegal devices and equipment sold by Defendants, an individual may circumvent ABS-CBN's encryption technology to view all of ABS-CBN's communications services, including live satellite broadcasts, premium programming, on-demand services, and pay-per-view movies and events, without paying the monthly and/or per event fee for such programming. If Defendants' above described illegal activities are not preliminary and permanently enjoined by this Court, ABS-CBN will continue to be harmed.

53. ABS-CBN has no adequate remedy at law.

54. ABS-CBN is suffering irreparable injury and has suffered substantial damages and a result of Defendants' unauthorized and illegal activities. If Defendants' illegal activities are not preliminarily and permanently enjoined by this Court, ABS-CBN will continue to be harmed.

55. The injury and damages sustained by ABS-CBN has been directly and proximately caused by Defendants' wrongful and illegal behavior as described herein and the very existence of Defendants' illegal marketplace enterprise.

COUNT I – VIOLATION OF 47 U.S.C. SECTION 605 (a) AND (e)(4)

56. ABS-CBN hereby repeats and realleges the allegations of Paragraphs 1 through 55 as if fully set forth herein.

57. 47 U.S.C. § 605(a) prevents the unauthorized publication or divulgence of the existence, contents, substance, purport, effect, or meaning thereof, of any transmissions or receptions, or assisting in such unauthorized publication or divulgence of transmissions or receptions, of various communications by radio or wire, such as the ABS-CBN communications at issue herein. 47 U.S.C. § 605(e)(4) specifically addresses illegal nature of the manufacture, assembly, modification, importation, exportation, sale, or distribution of devices or equipment to be used primarily for violations of 47 U.S.C. § 605(a), such as the illegal devices and equipment at issue herein.

58. Upon information and belief, Defendants publish and/or divulge the contents of a protected communication to persons not permitted to receive such communications. Additionally, upon information and belief, Defendants have engaged in the manufacture, modification, import, sale and/or distribution of illegal devices and equipment which are primarily intended to publish and divulge ABS-CBN's protected communications to persons not intended to receive such

communications. Defendants have engaged in these activities for their own commercial advantage and/or private financial gain and with full knowledge of the primary nature of these illegal devices and equipment, as described above.

59. ABS-CBN's communications services are protected from unauthorized theft and interception under 47 U.S.C. § 605(a).

60. ABS-CBN's programming signal is a private communication signal which is not intended for the use of the general public.

61. Defendants' manufacture, modification, importation, sales, and/or distribution of the illegal devices and equipment which are primarily intended to publish and divulge ABS-CBN's protected communications to persons not intended to receive such communications via circumvention of ABS-CBN's encryption technology are violations of 47 U.S.C. §§ 605(a) and 605(e)(4).

62. Defendants' violations of 47 U.S.C. §§ 605 (a) and 605 (e)(4) were performed without the permission, authorization, or consent of ABS-CBN and were willful and for the purposes of commercial advantage and/or private financial gain. Defendants' actions are unjustly enriching Defendants at ABS-CBN's expense.

63. ABS-CBN is a "person aggrieved" by the Defendants' violations of 47 U.S.C. § 605, and is authorized to prosecute this Action under 47 U.S.C. § 605 (e)(3)(A).

64. Defendants' violations of 47 U.S.C. § 605(a) and (e)(4) have injured ABS-CBN's ability to maximize the revenues which it seeks to derive from the satellite services, as ABS-CBN has been deprived the benefit of subscribers to its satellite services.

65. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will

continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

COUNT II – VIOLATION OF 17 U.S.C. SECTION 1201(a)(2) AND (b)(1)

66. ABS-CBN hereby repeats and realleges the allegations of Paragraphs 1 through 55 as if set fully herein.

67. 17 U.S.C. § 1201(a)(2) and (b)(1) prevent any manufacturing, importing, offering to the public, provision, and/or trafficking in any technology, product, service, device, component, or part thereof that is primarily designed or produced, has only limited commercially significant purpose or use other than, or marketed by that individual or another acting in concert with that person's knowledge, for the purpose of circumventing technological measures designed to protect works such as ABS-CBN's copyrighted content and programming at issue herein.

68. Upon information and belief, the illegal devices and equipment manufactured, sold, distributed, and trafficked in by Defendants are designed primarily for the circumvention of ABS-CBN's encryption technology- a technological measure that controls access to, copying and distribution of, ABS-CBN's copyrighted content and are marketed and sold by Defendants with knowledge that the devices and equipment are used to circumvent ABS-CBN's encryption technology. Additionally, Defendants market and sell such devices and equipment for the purpose of circumventing ABS-CBN's encryption technology.

69. Upon information and belief, Defendants are manufacturing, offering to the public, providing or otherwise trafficking in these illegal devices and equipment with full knowledge that such illegal devices and equipment are used to circumvent and defeat ABS-CBN's conditional access technological measures which protect the copyrighted content on ABS-CBN's communications services.

70. Defendants' actions constitute violations of 17 U.S.C. § 1201 (a)(2) and (b)(1) and were performed without the permission, authorization, or consent of ABS-CBN.

71. Upon information and belief, Defendants' violations of 17 U.S.C. § 1201 (a)(2) and (b)(1) were willful and for the purposes of commercial advantage and/or private financial gain. Defendants' actions are unjustly enriching Defendants at ABS-CBN's expense.

72. ABS-CBN is a "person injured" by the Defendants' violations of 17 U.S.C. § 1201 (a)(2) and (b)(1), and is authorized to prosecute this action against the Defendants under 17 U.S.C. § 1203(a).

73. Defendants' violations of 17 U.S.C. § 1201 (a)(2) and (b)(1) have injured ABS-CBN's ability to maximize the revenues which it seeks to derive from its communications services, as ABS-CBN has been deprived the benefit of subscribers to its communications services.

74. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

COUNT III – VIOLATION OF 18 U.S.C. SECTION 2511(1)

75. ABS-CBN hereby repeats and realleges the allegations of Paragraphs 1 through 55 as if set fully herein.

76. 18 U.S.C. § 2511(1) prevents the intentional interception of electronic communications or the procuring of any other persons to intercept such communications as well as the disclosure or intended disclosure to others of the contents of the intercepted electronic communications.

77. Upon information and belief, Defendants intentionally intercepted, endeavored to intercept, or procured any other persons to intercept electronic communications from ABS-CBN through their manufacture and sale of the illegal devices and equipment. Defendants further disclosed or intended to disclose to others the contents of the electronic communications, knowing or having reason to know that the information was obtained through the interception of electronic communications in violation of 18 U.S.C. § 2511(1) through their sales of illegal devices.

78. Defendants' actions constitute violations of 18 U.S.C. § 2511(1) and were performed without the permission, authorization, or consent of ABS-CBN.

79. Upon information and belief, Defendants' violations of 18 U.S.C. § 2511(1) were willful and for the purposes of commercial advantage and/or private financial gain. Defendants' actions are unjustly enriching Defendants at ABS-CBN's expense.

80. ABS-CBN is a person whose electronic communications are being intercepted, disclosed, and/or intentionally used in violation of 18 U.S.C. § 2511. ABS-CBN is thus authorized to prosecute this action against the Defendants under 18 U.S.C. § 2520.

81. Defendants' violations of 18 U.S.C. § 2511(1) have injured ABS-CBN's ability to maximize the revenues which it seeks to derive from its communications services, as ABS-CBN has been deprived the benefit of subscribers to its communications services.

82. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

COUNT IV – VIOLATION OF FLORIDA STATUTE SECTION 812.15

83. ABS-CBN hereby repeats and realleges the allegations of Paragraphs 1 through 55 as if set fully herein.

84. Florida Statute § 812.15 prevents the sale, transfer, license, distribution, deployment, lease, manufacture, development, or assembly of a communications device for the purpose of defeating or circumventing any effective technology, device, or software, or any component or part thereof, used by a communications service provider to protect any communications from unauthorized receipt, acquisition, interception, disruption, access, decryption, transmission, or retransmission.

85. Upon information and belief, Defendants have engaged in the manufacture, modification, sale, and/or distribution of illegal devices and equipment intended by Defendants to be used for the unauthorized reception of ABS-CBN's communications services by circumventing ABS-CBN's encryption technology.

86. Upon information and belief, Defendants have manufactured, offered to sell, sold, and/or advertised the sale of the illegal devices and equipment knowing or having reason to know that the devices and equipment were designed to be primarily used for the unauthorized reception of ABS-CBN's communications services via circumvention of ABS-CBN's encryption technology.

87. Upon information and belief, Defendants have engaged in the modification, sale, distribution, and/or advertisement of illegal devices and equipment willfully or for the purposes of their own commercial advantage and/or personal financial gain. Defendants' actions are unjustly enriching Defendants at ABS-CBN's expense.

88. Upon information and belief, the illegal devices and equipment modified, and/or distributed by the Defendants are specifically designed to receive ABS-CBN's encoded programming services without authorization, thereby permitting reception of ABS-CBN's programming without payment of those services which would legitimately allow the user to access the copyrighted content.

89. ABS-CBN has not authorized or consented to the manufacturing, assembling, modifying, importing, exporting, marketing, selling, delivering, furnishing, shipping, renting, repairing, distributing, leasing, or use by Defendants of the aforementioned devices and equipment, nor has ABS-CBN authorized or consented to the interception or reception of its communications services without its authorization.

90. Defendants' manufacture, modification, sale, distribution, and/or advertisement of illegal devices and equipment for the theft and unauthorized reception of ABS-CBN's communications services are violations of Florida Statute § 812.15 (2)(a) and (3)(d).

91. ABS-CBN is a "person aggrieved" by the Defendants' violations of the Florida Statute § 812.15 (2)(a) and (3)(d), and is authorized to prosecute this action against the Defendants under Florida Statute § 812.15(4)(a).

92. Defendants' violations of Florida Statute § 812.15 (2)(a) and (3)(d) have injured ABS-CBN's ability to maximize the revenues which it seeks to derive from its communications services, as ABS-CBN has been deprived the benefit of subscribers to its communications services.

93. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

COUNT V – TRADEMARK COUNTERFEITING AND INFRINGEMENT

94. ABS-CBN repeats and realleges every allegation contained in paragraphs 1 through 55 as if fully set forth herein.

95. 15 U.S.C. § 1114 prevents the use in commerce of any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, and/or advertising of any goods or services on or in connection with which such use is likely to cause confusion, mistake, or to deceive.

96. Upon information and belief, Defendants have used counterfeits, copies, and/or colorable imitations of the ABS-CBN Marks in connection with their advertisement, promotion, offers to sell, and sale of the illegal devices and equipment, which enable identical services to those of ABS-CBN, at issue herein.

97. Specifically, upon information and belief, Defendants are using the ABS-CBN Marks to promote, advertise, offer for sale, and sell illegal devices and equipment which circumvent ABS-CBN's security measures in order to provide access to ABS-CBN's communications services and copyrighted content without payment for those services which would allow legitimate access to such copyrighted content.

98. Defendants' counterfeiting and infringing use of the ABS-CBN Marks is likely to cause and actually is causing confusion, mistake, and deception among members of the general public as to the origin and quality of the illegal devices, equipment, and services.

99. Defendants' unlawful actions have caused and are continuing to cause irreparable harm and unquantifiable damages to ABS-CBN and are unjustly enriching Defendants with profits at ABS-CBN's expense.

100. Defendant's above-described illegal actions constitute counterfeiting and infringement of the ABS-CBN Marks in violation of ABS-CBN's rights under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

101. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

COUNT VI – FALSE DESIGNATION OF ORIGIN

102. ABS-CBN repeats and realleges every allegation contained in paragraphs 1 through 55 as if fully set forth herein.

103. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) prevents the use in commerce of any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact which is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person.

104. Upon information and belief, Defendants' illegal devices and equipment, which enable identical services to those of ABS-CBN, offered for sale and sold using copies of the ABS-CBN Marks have been advertised and promoted throughout the United States, the State of Florida, and this District.

105. Defendants' illegal devices and equipment, which enable identical services to those of ABS-CBN, are advertised, promoted, offered for sale, and sold using the ABS-CBN Marks and

are virtually identical to the distribution services and methods ABS-CBN offers. However, Defendants' illegal devices, equipment, and services thereon are different and likely inferior in quality. Accordingly, Defendants' activities are likely to cause confusion in the trade and among the general public as to at least the origin or sponsorship of their illegal devices, equipment, and services.

106. Defendants, upon information and belief, have used in connection with their advertisement, offer for sale, and sale of their illegal devices and equipment and the services thereon, false designations of origin and false descriptions and representations, including words or other symbols and trade dress, which tend to falsely describe or represent such illegal devices, equipment, and services and have caused such illegal devices, equipment, and services to enter into commerce with full knowledge of the falsity of such designations of origin and such descriptions and representations, all to ABS-CBN's detriment.

107. Defendants, upon information and belief, have misrepresented, in their advertisement and promotion, the illegal nature of the devices and equipment they offer for sale under the ABS-CBN Marks, misleading customers as to the origin or source of such illegal devices, equipment, and services, and through the use of the ABS-CBN Marks, create a misrepresentation that their illegal devices, equipment, and services are sponsored, authorized, and/or endorsed by ABS-CBN.

108. Defendants have authorized infringing uses of the ABS-CBN Marks in Defendants' advertisement and promotion of their illegal devices and equipment which enable identical services to those offered by ABS-CBN. Defendants have misrepresented to members of the consuming public that the illegal devices, equipment, and services being advertised and sold by them using the ABS-CBN Marks are genuine, non-infringing devices, equipment, and services.

109. Defendants' violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a) have injured ABS-CBN's ability to maximize the revenues which it seeks to derive from its communications services, as ABS-CBN has been deprived the benefit of subscribers to its communications services.

110. ABS-CBN has sustained irreparable harm, injury, and monetary damages caused by Defendants' conduct, and absent an entry of an injunction by this Court, ABS-CBN will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages and Defendants will continue to wrongfully reap profits at ABS-CBN's expense.

COUNT VII – COMMON LAW UNFAIR COMPETITION

111. ABS-CBN hereby adopts and re-alleges the allegations set forth in paragraphs 1 through 55 as though fully set forth herein.

112. This is an action against Defendants based on their (i) promotion, advertisement, distribution, sale, and/or offering for sale of illegal devices and equipment which offer identical services to that of ABS-CBN under marks which are virtually identical, both visually and phonetically, to the ABS-CBN Marks and the (ii) creation and maintenance of an illegal, ongoing marketplace enterprise operating in parallel to the legitimate marketplace in which ABS-CBN sells its genuine services, in violation of Florida's common law of unfair competition.

113. Specifically, and as described above, Defendants are promoting and otherwise advertising, selling, offering for sale and distributing illegal devices and equipment which enable identical services to ABS-CBN under counterfeits and infringements of the ABS-CBN Marks. Defendants are also using counterfeits and infringements of the ABS-CBN Marks to unfairly compete with ABS-CBN and others for (i) space in search engine results across an array of search terms and (ii) visibility on the World Wide Web.

114. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and general consuming public as to the origin and quality of Defendants' illegal devices, equipment, and services by their use of the ABS-CBN Marks.

115. ABS-CBN has no adequate remedy at law and is suffering irreparable injury and damages as a result of Defendants' actions.

COUNT VIII – COMMON LAW TRADEMARK INFRINGEMENT

116. ABS-CBN hereby adopts and re-alleges the allegations set forth in paragraphs 1 through 60 as if set fully forth herein.

117. This is an action for common law trademark infringement against Defendants based on their promotion, advertisement, offering for sale, and sale of their illegal devices and equipment which enable identical services to ABS-CBN under counterfeits and infringements of the ABS-CBN Marks. ABS-CBN is the owner of all common law rights in and to the ABS-CBN Marks.

118. Specifically, Defendants are promoting and otherwise advertising, selling, offering for sale and distributing illegal devices and equipment which enable identical services to ABS-CBN under counterfeits and infringements of the ABS-CBN Marks.

119. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' illegal devices, equipment, and services bearing the ABS-CBN Marks.

120. ABS-CBN has no adequate remedy at law and is suffering damages and irreparable injury as a result of Defendant's actions.

PRAYER FOR RELIEF

121. WHEREFORE, ABS-CBN prays that this Court enters judgment in its favor and against Defendants as follows:

a. Declare that Defendants' manufacture, modification, importation, offering to the public, trafficking, sale, distribution, and/or possession of illegal devices and equipment, unauthorized interception, reception, divulgence, and publication of ABS-CBN's electronic communications, or their assistance in the performance of such unauthorized actions, are violations of 47 U.S.C. § 605, 17 U.S.C. § 1201, 18 U.S.C. § 2511, and Florida Statute § 812.15;

b. In accordance with 47 U.S.C. § 605(e)(3)(B)(i), 17 U.S.C. § 1203(b)(1) and (2), and Florida Statute § 812.15(10)(b), order the impounding of any devices and/or equipment that are the subject of statutory violations and, under 47 U.S.C. § 605(e)(3)(B)(i), 17 U.S.C. § 1203(b)(1) and (2), and Florida Statute § 812.15(10)(b), and 18 U.S.C. § 2520(b)(1), enter a temporary, preliminary, and permanent injunction enjoining Defendants and all persons in active concert or participation with them from: (i) manufacturing, modifying, trafficking in, possessing, importing, advertising or promoting, distributing, selling or offering to sell illegal equipment or devices; (ii) interfering with ABS-CBN's proprietary rights; (iii) manufacturing, intercepting, receiving, divulging, publishing, or displaying ABS-CBN's entertainment content without prior written consent of ABS-CBN; and (iv) acting in further violation of the above-described statutes.

c. Enter temporary, preliminary, and permanent injunctions pursuant to 15 U.S.C. § 1116 and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation

therewith, from infringing, counterfeiting, or diluting the ABS-CBN Marks; from using the ABS-CBN Marks, or any mark or trade dress similar thereto, in connection with the sale of any unauthorized goods, services, or illegal devices and equipment; from using any logo, trade name or trademark or trade dress that may be calculated to falsely advertise the services, illegal devices and equipment, or goods of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with ABS-CBN; from falsely representing themselves as being connected with ABS-CBN, through sponsorship or association, or engaging in any act that is likely to falsely cause members of the trade and/or of the purchasing public to believe any devices, equipment, goods, or services of Defendants, are in any way endorsed by, approved by, and/or associated with ABS-CBN; from using any reproduction, counterfeit, infringement, copy, or colorable imitation of the ABS-CBN Marks in connection with the publicity, promotion, sale, or advertising of any devices, equipment, goods, and/or services sold by Defendants; from affixing, applying, annexing or using in connection with the sale of any devices, equipment, goods, and/or services, a false description or representation, including words or other symbols tending to falsely describe or represent Defendants' devices, equipment, goods, and/or services as being those of ABS-CBN, or in any way endorsed by ABS-CBN and from offering such devices, equipment, goods and/or services in commerce; and from otherwise unfairly competing with ABS-CBN;

d. Enter temporary, preliminary, and permanent injunctions enjoining Defendants from creating, maintaining, operating, joining, and participating in their World Wide Web based illegal marketplace for sale and distribution of non-genuine services and the illegal devices and equipment which offer such services, and any use of counterfeits of

the Michael Kors Marks to advertise, promote, offer to sell, or sell such devices, equipment, and/or services.

e. Enter an Order pursuant to 28 U.S.C §1651(a), The All Writs Act, that, upon ABS-CBN's request, the top level domain (TLD) Registry(ies) for the Subject Domain Names or their administrators, including backend registry operators or administrators, place the Subject Domain Names on Registry Hold status for the remainder of the registration period for any such domain name, thus removing it from the TLD zone files which link the Subject Domain Names to the IP address where the associated websites are hosted;

f. Enter an Order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, canceling for the life of the current registration, or, at ABS-CBN's election, transferring the Subject Domain Names and/or any other domain name, social media page, and/or profile used by Defendants to engage in their illegal activities at issue to ABS-CBN's control so that they may no longer be used for illegal purposes;

g. Award ABS-CBN statutory damages in the amount of \$100,000.00 for each violation of 47 U.S.C. § 605 plus an additional \$100,000.00 for each violation of pursuant to 47 U.S.C.(e)(3)(C)(ii); or in the alternative, ABS-CBN requests judgment for actual damages, plus damages equal to any profits attributable to Defendants' violations of 47 U.S.C. § 605 plus an additional \$100,000.00 for each violation pursuant to 47 U.S.C.(e)(3)(C)(ii);

h. Award ABS-CBN statutory damages in the amount of up to \$2,500 for each violation of 17 U.S.C. § 1201 pursuant to 17 U.S.C. § 1203(c)(2) and (c)(3), or in the

alternative, ABS-CBN requests judgment for actual damages, plus damages equal to any profits attributable to Defendants' violations of 17 U.S.C. § 1201.

i. Award ABS-CBN statutory damages in the amount of the greater of \$10,000.00 total or \$100 for each day Defendants violated 18 U.S.C. § 2511 pursuant to 18 U.S.C. § 2520, or in the alternative, ABS-CBN requests judgment for actual damages, plus damages equal to any profits attributable to Defendants' violations of 18 U.S.C. § 2511;

j. Award ABS-CBN statutory damages in the amount \$10,000.00 for each illegal device pursuant to Florida Statute § 812.15(10)(c)(2) plus an additional \$50,000.00 for each device of pursuant to Florida Statute § 812.15(10)(d), or in the alternative, award judgment for actual damages attributable to Defendants' violations Florida Statute § 812.15(10)(d).

k. Enter an Order requiring Defendants to account to and pay ABS-CBN for all profits and damages resulting from Defendants' trademark counterfeiting and infringing activities and that the award to ABS-CBN be trebled, as provided for under 15 U.S.C. § 1117, or, at ABS-CBN's election with respect to Count V, that ABS-CBN be awarded statutory damages from each Defendant in the amount of two million dollars (\$2,000,000.00) per each counterfeit trademark used and product or service sold, as provided by 15 U.S.C. § 1117(c)(2) of the Lanham Act.

l. Enter an Order that, upon ABS-CBN's request, any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Inc., and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all

financial accounts and/or sub-accounts used in connection with the Defendants, Subject Domain Names, or other aliases, seller identification, and/or e-commerce store names used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), to be surrendered to ABS-CBN in partial satisfaction of the monetary judgment entered herein.

m. Enter an Order that, upon ABS-CBN's request, any social media platform, application, or website operators and/or administrators thereof, including but not limited to Facebook.com and Instagram, who are provided with notice of the injunction, cease facilitating access to any or all pages or profiles through which Defendants has engaged in the advertisement, promotion, offering for sale, and/or sale of the illegal devices or equipment and/or use the ABS-CBN Marks to promote such devices and equipment;

n. Enter an Order that, upon ABS-CBN's request, any social media platform, application, or website operators and/or administrators thereof, including but not limited to Facebook.com and Instagram, who are provided with notice of the injunction, disable Defendant's ability to create new social media pages and/or profiles through which Defendants may continue to engage in engage in the advertisement, promotion, offering for sale, and/or sale of the illegal devices or equipment and/or use the ABS-CBN Marks to promote such devices and equipment;

o. Award ABS-CBN punitive or treble damages provided by statutory law;

p. Award ABS-CBN prejudgment and post judgement interest;

q. Award ABS-CBN its costs, reasonable attorney's fees, and/or investigative fees associated with bringing this action pursuant to, 47 U.S.C.(e)(3)(B)(iii), 17 U.S.C. §

1203(b)(5), 18 U.S.C. § 2520(b)(3), Florida Statute § 812.15(10)(b)(4), and 15 U.S.C. § 1117 (a) and (b); and

r. Award any further relief as the Court may deem just and proper.

DATED: March 1, 2017.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

By: **s/Stephen M. Gaffigan**

Stephen M. Gaffigan (Fla. Bar No. 025844)

Virgilio Gigante (Fla. Bar No. 082635)

Christine Ann Daley (Fla. Bar No. 98482)

T. Raquel Rodriguez-Albizu (Fla. Bar. No. 103372)

401 East Las Olas Blvd., #130-453

Ft. Lauderdale, Florida 33301

Telephone: (954) 767-4819

Facsimile: (954) 767-4821

E-mail: stephen@smgpa.net

E-mail: leo@smgpa.net

E-mail: Christine@smgpa.net

E-mail: Raquel@smgpa.net

Attorneys for Plaintiff